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#### **Contract Database Metadata Elements**

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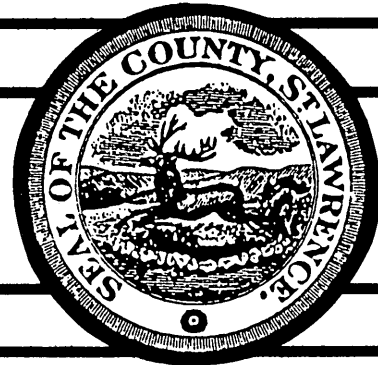
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# AGREEMENT

BETWEEN THE  
COUNTY OF ST. LAWRENCE



- AND -



COUNCIL 82, AFSCME  
LOCAL No. 1529  
ST. LAWRENCE COUNTY

1998 - 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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CONCILIATION

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**ARTICLE I: PREAMBLE**

The County of St. Lawrence, hereinafter referred to as the "County" and Council 82 - Local 1529, AFSCME, hereinafter referred to as the "Union" declare it to be their mutual policy that, in order to promote harmonious labor relations between the County and its employees, the principle of collective bargaining is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of New York State or Federal Laws.

**ARTICLE II: RECOGNITION**

Section 1. The County recognizes Council 82 - Local 1529, AFSCME as the sole and exclusive representative for all employees in the unit described in Article III for the purpose of collective bargaining and grievances, as prescribed by law.

Section 2. The County shall deduct from the wages of employees and remit to Council 82 - Local 1529, AFSCME regular membership dues from those employees who have signed authorization permitting such payroll deductions in a manner and form approved by the County and the Union. Any changes in the amount of union dues to be deducted must be certified in writing to the County from the Union.

Section 3. Employees who do not become members of the Union shall be required as a condition of employment to pay the Union a service charge equal to the amount of union dues. The employer shall make deductions of such fees and transmit to the Union in the same manner as union dues.

Section 4. Council 82 - Local 1529, AFSCME affirms that it does not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

**ARTICLE III: COLLECTIVE BARGAINING UNIT**

Section 1. The Bargaining unit as referred to in this Agreement shall exclude the following titles:

- |                             |                               |
|-----------------------------|-------------------------------|
| 1. Sheriff                  | 9. Corrections Officer        |
| 2. Under-Sheriff            | 10. Corrections Sergeant      |
| 3. Deputy Sheriff - Warden  | 11. Head Cook                 |
| 4. Boat Operator            | 12. Cook                      |
| 5. Snowmobile Operator      | 13. Dispatcher - Jail         |
| 6. ATV Operator             | 14. Records Officer           |
| 7. Court Attendant          | 15. Civil Enforcement Officer |
| 8. Secretary to the Sheriff | 16. Chief Civil Deputy        |

Section 2. Any person hired part-time who either works 20 hours per week, or less, or who works 1040 hours per year, or less, shall not be members of this bargaining unit and shall not be subject to the terms and conditions of employment between St. Lawrence County and Council 82 - Local 1529.

Section 3. The employer shall notify the Union within 10 days of the hiring of new employees including addresses, activity, and employment status.

Section 4. The County agrees that international, council, or local representatives shall be allowed to enter premises of the County with the approval of the Sheriff or his designee to discuss working conditions with employees. Such requests shall be at least 24 hours in advance except in the case of an emergency. Such representative shall not interfere with performance of assigned duties.

Section 5. The employer agrees to furnish facilities for Union meetings.

Section 6. The County agrees to provide bulletin boards for use by the Union and to permit the Union to post notices on them.

Section 7. The County shall be responsible for the cost of printing copies of the contract for distribution by the Union to present employees and any new employees hired.

Section 8. County agrees that Union representatives shall be allowed reasonable time to conduct grievance investigations and proceedings and to transmit communication and other Union activities on County premises without loss of pay or loss of leave credits. The Union agrees to submit to the County a current list of the officers who would be engaged in such activities and agrees that such release time shall not interfere with the activities of the department. The County is not obliged to recognize any union representative whose name does not appear on the most current list provided to the County.

Section 9. The union president or his designee and 3 other employees designated by the president, shall be granted release time without charge to leave credits or loss of pay to engage in negotiations for a successor contract. The union shall notify the Sheriff 7 days in advance when possible or as soon as possible of the need of such time and the names of the employees seeking the release time.

Section 10. Time Off With Pay

- (a) Time off with pay shall be granted by the Sheriff to appointed Association representatives to attend official Association functions. However, not more than two (2) employees shall be granted time off at any one time, and not more than a total of seven and one half (7½) employee days shall be granted per year for Association functions.
- (b) Time off with pay shall be granted by the Sheriff to appointed Association stewards to attend steward training up to a maximum of six (6) employee days per year. More days may be granted with prior approval from the Sheriff.

Section 11. Written notification shall be presented to the Sheriff by the President of the Association no later than two (2) weeks in advance of the date the leave is to commence. However, the Sheriff may grant time off for official association functions with less than two weeks notice if said time off does not interfere with the operations of the department.

Section 12. Labor-Management Program

- (a) The County and the Union agree to establish a joint Labor-Management Committee for the purpose of providing communication, discussion and resolution of problems arising from the interpretation and administration of said contract and other conditions or terms of employment.
- (b) The Labor-Management Committee shall be composed of three (3) members appointed by the Chairman of the St. Lawrence County Legislature. The Union President will appoint two (2) members in addition to him/herself.
- (c) Both the County and the Union will appoint a Chairman and meetings will be called by mutual agreement of these Chairmen. The Sheriff shall grant time off to appointed members without loss of pay or charge to leave credits. It is understood that Labor Management meetings may be attended by Council 82 - Local 1529 representatives.

**ARTICLE IV: RIGHTS AND RESPONSIBILITIES**

The intent and purpose of this Article is to set forth the Rights and Responsibilities of the County as well as the Rights and Responsibilities of the Union. Nothing contained herein shall deprive the County and the Union of any protection and/or rights they have under this Agreement, the New York State Civil Service Law or other applicable law.

**A. RIGHTS AND RESPONSIBILITIES OF THE COUNTY:**

Section 1. Nothing in this agreement shall be construed as delegating the authority conferred by law on any elected official, department, office or agency head, or the Chief Executive Officer or in any way to reduce or abridge such authority.

Section 2. The Rights and Responsibilities of the County include, but are not limited to the following:

- (a) To determine the standards of services to be offered by its offices, agencies and departments;
- (b) To direct the employees of the County;
- (c) To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees;
- (d) To relieve employees from duties because of lack of work, or for other legitimate reasons;

- (e) To determine the methods, means and personnel by which such operations are to be conducted;
- (f) To maintain the efficiency of Government Operations entrusted to them.

Section 3. Rules and Regulations

The Sheriff may promulgate appropriate rules, regulations, policies and procedures. The Union shall receive a copy of such rules, regulations, policies and procedures thirty (30) days prior to their effective date. The Union shall have the right to discuss such rules, regulations, policies and procedures before they become effective. No rule, regulation, policy and procedure shall take precedence over any matter described in this Agreement.

B. RIGHTS AND RESPONSIBILITIES OF THE UNION:

Section 1. Employees of the Sheriff's Department shall have the right to form, join and participate in or refrain from joining or participating in the employee organization free from interference, coercion, restraint, discrimination or reprisal.

Section 2. The Union has the right to represent all employees of the Sheriff's Department in the negotiating unit on any matter concerning the terms and other conditions of employment within the limits of this agreement. However, nothing in this agreement shall be construed as to preclude any employee, regardless of Union membership, from bringing matters of personal concern directly to the attention of the appropriate appointing authority.

Section 3. The Union has the right, either as a representative of any employee or as an observer, to have at least one (1), but not more than two (2) individuals present at any grievance or appeal hearing involving an employee who is determined to be in the negotiating unit.

Section 4. The Union will honestly and fairly represent any employee within the negotiating unit concerning the terms of this agreement whether or not such employee is a member of said Union.

## ARTICLE V: ADMINISTRATION OF SALARY PLAN

Section 1. Upon ratification of this agreement, all employees represented herein shall be entitled to the following:

- A. Effective January 1, 1998, a three percent (3%) wage increase as reflected in Appendix A.
- B. Effective January 1, 1999, a two percent (2%) wage increase as reflected in Appendix A.
- C. Effective January 1, 2000, a two percent (2%) wage increase as reflected in Appendix A.
- D. Effective January 1, 2001, a two percent (2%) wage increase as reflected in Appendix A.
- E. Effective January 1, 2002, a two percent (2%) wage increase as reflected in Appendix A.
- F. Effective January 1, 1998, the dispatchers shall be placed on a new pay scale as shown in Appendix A.

Section 2. Full-time employees assigned to the "C" shift (3 p.m. - 11 a.m.) and the "A" shift (11 p.m. - 7 a.m.), or portions thereof, shall receive a forty-five cent (\$.45) per hour differential and sixty cent (\$.60) per hour differential respectively, for hours worked on these shifts. In no event will differentials be paid for those hours worked which are simply extensions of the regular shift assignments, i.e., "overtime".

Section 3. The County agrees to pay any employee who works out of title the appropriate pay at the same rate during the time they are performing duties out of title.

Section 4. The County agrees to pay authorized overtime at time and a half (1½) rate. Overtime pay will not commence until after the employee has worked 40 hours per week. Excused absence shall count toward the 40 hours.

Section 5. Authorized overtime will be paid at one and one half (1½) times the employees annual salary (computed by dividing annual salary by 2,080 hours). The employee who works overtime may elect to take compensatory time off at one and one half (1½) times the actual hours worked over. Such compensatory time off will be scheduled with prior approval of the Sheriff.

Compensatory time earned shall be taken within the year that it is earned. Any unused compensatory time not used by the end of the last pay period of the month of December shall be calculated as overtime and paid to the employee.

**Please note:** Compensatory hours on the time and accrual sheets already include one and one-half (1½) times the number of hours actually worked.



Section 6. All part-time and extra help employees shall be paid on an hourly basis for the number of hours actually worked. No advance payment shall be allowed for any hourly, part-time or extra help employee. He/she must have actually worked the number of hours set forth for the payroll period.

Section 7. Effective with the signing date of this contract employees called in or required to work while off duty shall receive pay, calculated at their appropriate rate, for a minimum of four (4) hours except if the hours worked are immediately before or immediately after a scheduled shift; in which case the employee shall be paid at the appropriate rate for only the actual hours worked.

Section 8. Overtime work shall be offered to employees on the basis of seniority, Article 15.3, on a rotating basis. The overtime work shall be offered to all officers working the preceding or succeeding shift by classification in rotation. A roster will be kept for each shift listing all employees by rank and seniority. This roster will be used to equalize the opportunity for overtime to the fullest extent possible. If no sergeant is scheduled to work the shift in need of overtime staffing, the overtime will be offered first to a sergeant and then to a deputy. If a sergeant works overtime for part of a shift then no supervisory pay will be given to the most senior officer on shift. If a sergeant is scheduled, deputies only will be offered the overtime. Once an officer receives overtime, he/she will not be offered overtime again until the rest of the available employees on the roster have been offered an opportunity for overtime. This method will be used each time members of a shift are offered overtime. This does not preclude the departmental administration from pre-scheduling special overtime details (at least one week in advance) that are based on an officer's specific qualifications, regardless of seniority status. If no officer wishes to work the overtime, the employer shall assign the overtime work to the least senior officer by classification in rotation. Officers will not ordinarily be required to work a second 8-hour overtime shift in the same work-week.

## **ARTICLE VI: WORK DAY AND WORK WEEK**

Section 1. All employees of the bargaining unit shall work an average forty (40) hour work week as per their work schedules, however, they must work a minimum of one hundred sixty (160) hours during any two (2) pay periods.

Section 2. The procedure for shift selection shall be as follows:

On February 1, May 1, August 1, and November 1 of each year, all shift assignments shall be posted. Employees shall submit requests for their shift assignment preference by the 10<sup>th</sup> of said months. Employees shall be assigned to shifts of their preference in accordance with seniority. Awards shall be made effective the payroll week nearest the twentieth (20<sup>th</sup>) of the month. For the purpose of this Article, seniority shall be in accordance with Article 15.3. Where special needs are required, assignments may be made on a temporary basis without regard to seniority. The Union shall be advised as to the reasons and the projected time for such assignments. The reassignment for a 30-day period may be obtained through a voluntary swap. Should no voluntary swap be obtained. Management may assign on a rotating inverse seniority basis from the shift affected by the reassignment.

## ARTICLE VII: HOLIDAYS

Section 1. All employees in the bargaining unit shall receive eleven (11) days off per year in lieu of holidays. Any employee who is required to work on Christmas shall be paid two (2) times his or her regular hourly rate. Any employee who is required to work on holidays other than Christmas is to be paid one and one-half (1½) times his/her regular rate.

Section 2. None of these regulations, however, shall be construed as preventing the Board of Legislators from granting employees such additional days off with pay if it may be duly authorized.

Section 3. Holidays to be observed are as follows:

New Year's Day	Columbus Day (observed)
Presidents Day	Election Day
Martin Luther King Day	Veteran's Day
Memorial Day (observed)	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Section 4. Holidays shall be designated each year by the County Personnel Office. Dispatchers within the bargaining unit shall observe the designated holiday. All others shall have eleven (11) floating holidays as is the current practice.

## ARTICLE VIII: VACATIONS

Section 1. (a) Permanent forty (40) hour/week employees shall earn vacation in hours per payroll period in accordance with the following schedule. To earn leave accruals, employees must have been in payroll status for a full payroll period. Employees shall not accrue vacation credit during any period of absence which is compensable under the Workers' Compensation Law or Disability Benefits Law.

After completion of one (1) full year of service, vacation time shall be credited to employees on the anniversary date of their employment as per the following schedule:

For employees hired BEFORE October 1, 1998:

1 through 5 yrs. completed service - 15 days annual vacation  
6 through 10 yrs. completed service - 20 days annual vacation  
11 through 19 yrs. completed service - 25 days annual vacation  
20 or more yrs. completed service - 30 days annual vacation

No employee can accrue more than two (2) years vacation credit.

For employees hired ON OR AFTER October 1, 1998:

- 1 through 5 yrs. completed service - 10 days annual vacation
- 6 through 10 yrs. completed service - 20 days annual vacation
- 11 through 19 yrs. completed service - 25 days annual vacation
- 20 or more yrs. completed service - 30 days annual vacation

No employee can accrue more than two (2) years vacation credit.

(b) Employees hired on or after October 1, 1998, who leave County employment for any reason before their first anniversary lose all vacation accruals. They may not sell them back as outlined in Article VIII, Section 4.

Section 2. Request for block of 40 hours or more shall be submitted to the Sheriff or his designee during the bidding period in which the vacation is requested for seniority to be considered and shall be acted upon within 10 days.

Section 3. No vacation allowance or pay shall be made to any employee until after completion of a six (6) month probationary period. However, the accumulation of vacation allowance and/or pay shall be retroactive to the date of original appointment and shall be credited to the employee on the first (1<sup>st</sup>) day of the seventh (7<sup>th</sup>) month of employment.

Section 4. When, upon retirement, resignation or termination the employee has accumulated unused vacation time, not to exceed thirty (30) days, the employee may elect to receive the monetary value computed at the employee's regular hourly rate of that accumulated unused vacation time. In case of death, the Employer shall pay the monetary value of the deceased's accumulated unused vacation time to the employee's beneficiary(ies) as designated on the employees St. Lawrence County Group Life Insurance card.

Upon retirement an employee may elect to receive the monetary value computed at the employee's regularly hourly rate of that accumulated unused vacation time up to a maximum of two (2) years vacation credit. At the option of the Sheriff or his designated representative, an employee selecting to retire may be required to work up to his day of retirement (i.e. no vacation immediately before retirement).

**ARTICLE IX: SICK LEAVE**

Section 1.

(a) Sick leave shall be granted to an employee due to illness, bodily injury and exposure to contagious diseases and attendance upon members of the immediate family whose illness requires the care of said employee. Sick leave shall be granted to all employees for each relative living in the household as follows: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandparents. The above terms include natural, in-law, and step relationship.

- (b) All employees hired before October 1, 1998, shall earn sick leave at a rate of five (5) hours per payroll period.
- (c) All employees hired on or after October 1, 1998, shall receive sick leave at a rate of two and one half (2½) hours per payroll period. After completing five (5) years of service these employees will receive sick leave as described in Section 1(b) of this article.
- (d) Such earnings may be accumulated up to a maximum of two thousand (2,000) hours. Sick leave time for all employees working a forty (40) hour work week shall be charged at the rate of eight (8) hours per sick day used. No sick leave charge can be less than one-half (½) hour. The decision to award time off in these time increments shall rest with management in terms with the best management interests of the Sheriff's Department.

Section 2. An employee on sick leave more than two (2) consecutive days, may at the discretion of the Sheriff, be required to furnish proof of illness or disability for himself or for members of his immediate family whose illness may require his attendance. Failure to provide such proof of illness as required, or unsatisfactory evidence of illness or evidence indicating that the physical or medical condition was not such to justify absence from work or any abuse of sick leave may be cause for disciplinary action. If the employer suspects that an employee is abusing sick leave, the employer may require validity of the sickness by either a doctor's certification or verification from a public health nurse, at the employee's option. The Sheriff may require an employee who has been on sick leave, prior to, and as a condition of his return to employment, to be examined by a County designated physician and/or mental health professional, at the County's expense, to determine that the employee is able to perform his normal duties or what restrictions, if any, may have been placed on him by the doctor and/or mental health professional; and that his return to work will not jeopardize his own health and safety or the health and safety of other employees. The designated physician and/or mental health professional will be provided by the Sheriff's Department with a description of the duties of the employee.

Section 3. Extended sick leave may only be used after regular sick leave accruals have been exhausted, during a long term illness. Medical documentation of the need for extended sick leave shall be required. Extended sick leave shall be granted to a permanent employee at one-half (½) their normal salary at the rate of one (1) month for each completed two (2) years of service up to a maximum of six (6) months.

Section 4. When an employee finds it necessary to absent himself for reason of personal illness or bodily injury or for attendance upon members of the immediate family whose illness requires the care of said employee, he shall notify his supervisor two (2) hours before the start of his/her work shift.

Section 5. No sick leave or pay shall be made to any employee until after completion of a six (6) month probationary period. However, such accumulation of sick leave or pay shall be retroactive to the date of original appointment and shall be credited to the employee on the first (1<sup>st</sup>) day of the seventh (7<sup>th</sup>) month of employment. However, in the event an employee is absent because of illness or bodily injury incurred in his regular employment, sick leave with pay will commence on the first

(1<sup>st</sup>) day of such illness or bodily injury.

Section 6. While on sick leave with pay, employees will continue to accrue sick leave at their regular prescribed rate during such absence. However, such accrual shall not be available to employee until said employee returns from such sick leave.

Section 7. Sick leave credits will not accrue during leaves of absence without pay, or periods of suspension.

Section 8. A record of such sick leave shall be filed with the County Personnel Office.

Section 9. Employees who have accrued 165 days sick leave credit and who have not used any sick leave during the period from December 15 of the previous year through December 14 of the current year, shall receive a lump sum payment of \$500. Employees who receive payments under the provisions of this section, shall not be eligible for payment under the provisions of Section 10. Employees who must use accrued sick leave credit, after accruing maximum sick leave credit, may then become eligible for payments provided for in Section 10.

Section 10. Employees who have not accrued a maximum of 165 days sick leave credit shall receive payments according to the following conditions:

\$300 lump sum payment - no sick leave used during the period from December 15 of the previous year through December 14 of the current year.

\$200 lump sum payment - maximum of one day or total of 8 hours sick leave used during the period from December 15 of the previous year through December 14 of the current year.

\$100 lump sum payment - maximum of two days or total of 16 hours sick leave used during the period from December 15 of the previous year through December 14 of the current year.

No payment - use of sick leave in excess of two days or total of 16 hours during the period from December 15 of the previous year through December 14 of the current year.

An employee must work one (1) year in order to receive this lump payment.

Section 11. Drug Testing The Sheriff may require drug testing on any employee based on reasonable suspicion of drug use. A fair and reasonable due process procedure, as described in the Sheriff Department's policies and procedures, is to be used in conjunction with this reasonable suspicion.

## ARTICLE X: PERSONAL LEAVE

Section 1. All permanent forty (40) hour/week employees shall be granted personal leave at the rate of three (3) days or twenty-four (24) hours per calendar year. The Sheriff or his designee may limit the number of employees granted personal leave to one employee per division (road patrol, detectives, and dispatchers) per shift. However, additional requests for such leave will not be unreasonably denied. Personal leave may be used in hourly units. A record of such personal leave shall be filed with the County Personnel Office.

Personal leave shall be granted based on seniority. However, once granted it shall not be taken away from one employee and granted to another on the basis of seniority or rank. Personal leave shall not be considered unless it is in the current shift bid, and at no time shall it be considered more than ninety (90) days in advance of the leave requested (i.e. Christmas Eve cannot be requested prior to November 1<sup>st</sup> when bid shift is posted). No personal leave may be taken on a holiday. Personal leave may accrue to a maximum of six (6) days.

Section 2. All employees in the bargaining unit who enter County service after January 1 of the calendar year shall be credited with personal leave at the rate of two (2) hours for each calendar month worked during the first calendar year of employment.

Section 3. Bereavement Leave of three (3) days shall be granted to all employees for the death of each relative as follows: Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister, Grandparents. The above terms include natural, in-law, and step relationship.

Section 4. In an emergency, notification to immediate supervisor will suffice.

## ARTICLE XI: LEAVE OF ABSENCE

Section 1. A leave of absence without pay, not to exceed one (1) year may be granted to a full time permanent employee by the Sheriff.

Section 2. Any full time permanent employee, who becomes pregnant, shall be granted six (6) months leave of absence without pay. Vacations, Holidays and Sick Leave and other fringe benefits shall not accumulate during such maternity leave. However, the employee, upon her return to work shall retain any benefits accrued up to the date of commencement of the maternity leave.

Section 3. During an approved leave of absence without pay and subject to and consistent with the St. Lawrence County Employees Group Health Insurance Plan, coverage may be continued, provided direct payment of the total premium is made to the County Treasurer as prescribed by the Personnel Department. Failure to make timely payments will result in cancellation of coverage.

## ARTICLE XII: WORKERS' COMPENSATION

An employee who is injured on the job is entitled to Workers' Compensation benefits as provided by New York State Law. He may, however, accept the medical care provided by Workers' Compensation and elect to receive full pay for such time off as he has sick leave credits. In the event that the employee elects sick leave rather than Workers' Compensation benefits, the County shall request reimbursement for the sick leave so used, as provided by the New York State Workers' Compensation Law. Leave credits, equal to the money value (computed to the nearest half day) of the above credits which is paid directly to the County, shall be restored to the employee's credit.

## ARTICLE XIII: HEALTH AND OTHER INSURANCE

Section 1. The County will provide eligible employees and their dependents with health insurance coverage equivalent or better than the New York Statewide Plan in effect October 1, 1980. It shall be the sole and exclusive right of the County to determine the insurance carrier. In addition, a Term Life Insurance policy will be provided to eligible County employees.

Section 2. The County will assume 100% of the premium charge for the eligible employee's health insurance coverage and 70% of the premium charge for the employee's eligible dependents' health insurance coverage. Also, all employees shall pay an additional \$4 per pay period as a contribution toward such health insurance coverage. The prescription co-pay for the duration of this contract shall be \$3 per prescription. In addition, the Major Medical Deductible shall be \$100 per year for individual and \$300 per year for family. The cost of dependents' life insurance coverage shall be borne by the eligible employee.

Section 3. Eligibility for membership in the County Insurance Program will commence on the first (1<sup>st</sup>) day of employment and shall become effective on the first day of the following month. Enrollment is not automatic and application for inclusion in the program must be made by the employee through the Personnel Office.

Section 4. The County will assume 100% of the group life insurance premium charge for eligible employees. The cost of eligible dependents group life insurance coverage shall be borne by the eligible employee. Effective January 1, 1999, coverage for the individual employee shall increase from \$10,000 to \$20,000.

### Section 5.

(a) Employees returning from leaves of absence without pay, or Workers' Compensation, must review his/her benefit participation status with the Personnel Department within ten (10) days of their return.

(b) Employees returning from breaks in employment must complete and sign new enrollment or waiver cards for the benefit programs within thirty (30) days.

Section 6. Effective January 1, 1996, the County will increase the yearly and lifetime health insurance limits to \$75,000 and \$500,000 respectively.

Section 7. Council 82 agrees to join the prescription management plan currently implemented by the County for the purpose of cost containment. Benefits under the current plan are not impacted by this prescription management plan.

Section 8. Council 82 agrees to join the Flexible Benefit Plan (IRS Section 125) currently offered by the County. Insurance premiums covered under IRS Section 125 (i.e. health, dental, life) shall be a mandatory part of the plan for all employees.

Section 9. All employees covered by this contract shall be provided with a dental plan in the form of a benefit better than the former GHI Plan. The County will pay \$6.76 toward the premium for individual employee coverage and the employee shall pay any remaining cost for individual coverage. The employee shall pay the full cost of family coverage should that be chosen.

#### **ARTICLE XIV: RETIREMENT**

Section 1. Any employee of the St. Lawrence County Sheriff's Department appointed to a permanent, full-time position in the Classified Civil Service must join the New York State Employees' Retirement System as a condition of employment. Membership for all other employees is optional.

Section 2. Eligibility for membership in the Retirement program shall commence on the first (1st) day of employment. This benefit is not automatic. Application must be made through the St. Lawrence County Personnel Office.

Section 3. Upon Retirement:

- (a) Any employee may use the cash value of any unused sick time to pay up to a maximum of two years of health insurance premiums.
- (b) Effective after the signing date of this contract, any employee with 1,000 or more hours of unused sick time may use the cash value to pay up to a maximum of five years of health insurance premiums.

Section 4. Effective October 1, 1998, St. Lawrence County shall provide a twenty-year retirement plan for eligible members as provided for in Section 552 under Article 14-B of the retirement and social security law.



## ARTICLE XV: SENIORITY

Section 1. Seniority shall commence with the date of first hire by the Sheriff's Department. The County agrees to a seniority preference list, regarding lay off and recalls to work based upon the individual employee and his job classification. Recalls will be based upon seniority and qualifications within this bargaining unit.

Section 2. Before an employee is dismissed for reason of cut-back, job abolishment or any other form of attrition, he will be given preference for placement in existing jobs for which he is qualified. Said abolishment will be done in accordance with law and other sections of this agreement.

Section 3.

(a) Seniority for the purposes of time off, shift bidding and distribution of overtime shall be time in title in the St. Lawrence County Sheriff's Department.

(c) Where there are two or more employees with same time in title, the tie shall be broken by time division, i.e., criminal, correction, and civil, time in St. Lawrence County Sheriff's Department and Civil Service test score. Tie results from identical test score shall be broken by a coin toss.

## ARTICLE XVI: UNIFORMS

Section 1. The employer shall provide uniforms and equipment, as itemized herein, to all employees of the Sheriff's Department who are required to wear uniforms. The local union will be consulted concerning any proposed changes in uniforms and equipment.

Section 2. The Sheriff shall prescribe the uniforms to be worn by employees on duty. All items shall be consistent with standards established by the Sheriff. Uniforms and equipment provided by the Sheriff shall be used by employees while performing their official duties in the service of the Sheriff's Department.

Section 3. The employer agrees to furnish each uniformed deputy with two (2) winter weight uniforms and three (3) summer weight uniforms. New appointees shall receive two (2) winter weight uniforms and three (3) summer weight uniforms within three (3) months of employment. A uniform is to consist of one (1) shirt and one (1) pants, one (1) winter coat, one (1) rain coat, one (1) felt stetson-style hat, and one (1) foul weather hat. The employer agrees to furnish as needed, but not to exceed one (1) pair of shoes per year, one (1) pair of insulated, waterproof boots (Road Patrol only) and gloves (Road Patrol only). After receiving the initial complement of uniforms, on July 1st of each year, every Deputy shall receive one (1) summer weight shirt and pants and one (1) winter weight shirt and pants. Winter coat, raincoat and hats are to be replaced as needed to maintain appearance of uniforms. The employer agrees to provide for the repair and for replacement of uniforms due to damage or normal wear and tear. Also, one mini mag flashlight to all criminal division employees.

Section 4. The Sheriff shall determine the style of uniform and the dates of changing from summer to winter uniforms, and vice versa.

Section 5. The employer shall provide, maintain, and service weapons to all Deputies required to carry them, which shall also include accessories such as gun belt, holster, belt keeper, bullet holder, hand-cuffs and hand cuff holder, key holder, flashlight, Sam Brown belt, and two (2) cuff keys.

Section 6. The employer agrees to replace or repair all clothing of investigators damaged in the line of duty.

Section 7. When an employee terminates employment with the Sheriff's Department, he shall return his uniform and equipment issuance prior to receipt of his final pay check.

Section 8. The employer shall pay the full cost of cleaning of uniforms of all employees covered by this Agreement unless otherwise stated.

Section 9. Effective January 1, 1997, the employer shall provide all deputies with one ASP and holder (collapsible night stick).

Section 10. Effective upon the signing of this contract, the employer shall furnish PL CPL and V&T Manuals for each patrol car. Regular updates shall also be provided. Replacement for lost books or updates shall be at the option of the Sheriff or his/her designee.

Section 11. Effective upon the signing of this contract, the employer shall pay each detective sergeant and juvenile aide sergeant \$150 for plain clothes maintenance. This sum is to be paid in the last audit in the month of December.

#### **ARTICLE XVII: MILEAGE & TRAVEL REIMBURSEMENT**

Section 1. Any employee who is required to use their personal vehicle in the performance of official business shall be reimbursed at the at the current IRS rate.

Section 2. If an employee is required to travel in excess of 500 miles in a day, it shall be considered an "overnight." Expenses incurred for meals and lodging are payable upon presentation of receipts.

#### **ARTICLE XVIII: LONGEVITY**

During the life of this Agreement, a permanent full-time employee will receive \$500 on the anniversary date of his 7<sup>th</sup> year of employment and \$1,000 on the anniversary date of his 15<sup>th</sup> and 20<sup>th</sup> year of employment with the County. This is a lump sum, one time only payment.

## **ARTICLE XIX: HAZARDOUS DUTY BENEFIT**

A Hazardous Duty Benefit (HDB) shall go into effect on the anniversary date of an employee's 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, and 25<sup>th</sup> year of service. Each of those steps is to be worth twenty cents (\$.20) on the employee's hourly rate, up to 2,080 hours annually. Thus, an employee who reaches his/her 5<sup>th</sup> anniversary will then receive twenty cents on the employee's hourly rate, and when an employee reaches his/her 10<sup>th</sup> anniversary, the employee will receive forty cents on his/her hourly rate, etc.

## **ARTICLE XX: RECIPROCAL RIGHTS**

Section 1. The County shall so administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employees by reason of sex, nationality, race, creed, political affiliation or union affiliation.

### Section 2.

(a) The County agrees that all employees covered by this Agreement shall have the right to examine their personnel files. One file is maintained by the St. Lawrence County Personnel Office and the other file is maintained by the Sheriff. This file shall contain their personnel application, evaluations, and all letters of commendation, reprimand, suspension, fines, demotions and any and all work related actions that have taken place during his employment with the department. Such review shall be in the presence of the Personnel Officer or his designee or the Sheriff or his designee, as the case may be, during regular hours.

(b) No letter of criticism, or any other document derogatory in nature may be placed in an employee's official personnel file without the employee first having an opportunity to review the document. Should the employee, upon review of the document disagree with all or part of any such letter, he shall have the right to seek removal of any part or all of the document by filing a grievance in accordance with Article XXI, Section 7, Stages 1, 2, and 3 only of this Agreement. If at the time of the effective date of this Agreement, there exists in an employee's folder documents of which he has no copies, copies of such documents will be furnished to the employee. The employee has a right to file a response which will be attached thereto.

(c) Any bargaining unit member shall have the right to read and discuss with his supervisors any performance evaluation before it is placed in his personnel file. If the bargaining unit member takes exception to any or all of a performance evaluation he shall have the right to have his own letter of response placed in his personnel file. Management performance evaluations are not subject to being removed from the individual personnel file under the auspices of the grievance procedure.

Section 3. No employee shall be requested to take a polygraph test for any reason whatsoever.

Section 4. The County agrees to continue to sponsor educational courses and training programs on the same basis as previously practiced, with every case to be considered separately for tuition and educational expense reimbursement.

Section 5. The County agrees that medical/mental health examinations requested by the County shall be paid by the County except those required under the present sick leave policy. The County may request a medical/mental health examination at any time and shall have the right to name the physician/mental health professional to conduct the medical/mental health examination. In addition, an individual employee may elect to have his own physician/mental health professional perform a medical/mental health examination which expenses shall be borne by the employee.

Section 6.

(a) The County agrees to permit Council 82 - Local 1529, AFSCME representatives to represent any employee(s) before the appropriate body involving the employee(s) grade allocation.

(b) Any new position in the bargaining unit shall be created by the County Legislative Board, who shall establish the classification, title and pay grade. Council 82 - Local 1529, AFSCME will be notified of the title and pay grade and will be furnished a job specification of the position. If Council 82 - Local 1529, AFSCME determines that the salary grade is improper because of required skills, education, training and experience as compared to other positions in the same salary grade, Council 82 - Local 1529, AFSCME shall, within fifteen (15) working days, request a meeting of the Labor-Management Committee to determine whether the position is assigned to the proper salary grade. The position's salary grade will be placed in effect upon the creation of the position and, if as a result of the Labor-Management Committee decision, an adjustment is necessary, the adjustment shall be effective at the beginning of the succeeding pay period following the approval of the County Board of Legislators.

Section 7. The County agrees that all civil service examinations will be well advertised in advance and copies of each examination notice will be placed on bulletin boards throughout the County. Results of said examinations will be published as soon as they are released by the County Personnel Office. Copies of each examination notice and press release of marks will be furnished to the President of Council 82 - Local 1529, AFSCME.

Section 8. The County agrees that if the New York State Legislature passes any permissive legislation favorable to public employees, Council 82 - Local 1529, AFSCME, upon their request, shall be granted an Agreement reopener for discussion of said benefit(s).

Section 9. The County further agrees that Council 82 - Local 1529, AFSCME shall have the right to represent its members in accordance with the Civil Service Law and the Rules for the Classified Civil Service of St. Lawrence County. Copies of said Rules shall be furnished to the employees.

Section 10. The County agrees to maintain safety features concerning ammunition, prisoner cages, and other related matters.

Section 11. The County and the Union shall jointly devise an evaluation system by which the Sheriff shall evaluate all departmental personnel on a semi-annual basis. Meetings between the County and the Union for this purpose shall commence no later than three (3) months after the signing of this agreement. (This was effective in a previous contract.)

Section 12. The County and the Union agree not to interfere with the rights of employees to become members of the Union, or refrain from becoming members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or the Union or any County or Union representative against any employee because of Union membership or lack thereof or because of any employee activity permissible under the Taylor Law and this Agreement in an official capacity on behalf of the Union.

Section 13. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female.

Section 14. The County agrees that in any case of transfer to another County Department, an employee's sick, vacation and personal leave accruals shall be transferred with the employee and such employee shall receive credit for such accruals in the department to which he is transferred.

Section 15. All references to employees in this agreement shall mean only employees as defined in Article III, Section 1.

Section 16. The Employer shall accord the Union three (3) separate deductions on its payroll for payroll deductions authorized in writing by the employee.

#### **ARTICLE XXI: DISCIPLINARY PROCEDURE**

##### **Section 1. Exclusive Procedure:**

Discipline shall be imposed upon employees otherwise subject to the provisions of Sections 75 and 76 of the Civil Service Law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

##### **Section 2. Disciplinary Procedure:**

(a) Discipline shall be imposed only for just cause. Where the appointing authority or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, reduction in grade, or dismissal from service, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the notice which shall include the statement: "You are provided two copies in order that one may be given to your representative."

(b) The Union President shall be notified of any discipline in writing within 24 hours of the discipline. This notice shall not contain the employee's name. It shall contain the charges and the discipline enacted.

(c) The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 days (days as used in this Article shall mean work days) of service of the notice of discipline, or (2) having filed a grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

(d) The notice of discipline may be the subject of disciplinary grievance which shall be served upon the Sheriff or his designee in person or by registered or certified mail within 10 days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his position to the Sheriff or his designee within 10 days of the receipt of a disciplinary grievance, and upon consideration of such position, the Sheriff shall advise the Union of its response in writing by registered or certified mail within 10 days of such meeting.

(e) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee within 10 days of the service of the Sheriff's response.

(f) The Employer and the Union shall continue the procedure for the arbitration process pursuant to the voluntary rules of arbitration of the Public Employee Relations Board.

(g) The disciplinary arbitrator shall hold a hearing within 14 days of his qualification and shall render a decision within 10 days of the date of the close of the hearing or within 10 days after receipt of the transcript, if either party elects a transcript.

(h) Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party. Unless mutually agreed otherwise, transcripts must be requested prior to the first day of a disciplinary arbitration.

(i) Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 4 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

(j) All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union or between the Employer and the employee if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be

collected in advance of the hearing.

(k) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding.

### Section 3. Settlements

A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be offered a reasonable opportunity to have his attorney or a Union representative present before he is required to execute it. The Union President or his designee at the appropriate level shall be provided with a copy of any settlement within 24 hours of its execution.

### Section 4. Suspension before Notice of Discipline

(a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.

(1) The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable and shall be served no later than seven days following any such suspension.

(2) The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within seven days thereof. Within 30 days following such suspension under this provision, or within seven days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

(3) When an employee has been suspended without pay, the department meeting may be waived by the employee or by the Union, with the consent of the employee at the time of filing of the disciplinary grievance. In the event of such waiver, the employee or the Union shall file the grievance form within the prescribed time limits for filing a grievance directly with PERB. The case shall be given priority in assignment.

(4) An employee who is charged with the commission of a crime, suspended without pay and subsequently not found guilty and against whom no disciplinary action is taken for the incident in question, shall be reinstated with full back pay.

(b) A registered or certified letter notifying the President of the Union of any suspension under paragraph (a) above shall be sent within one day, excluding Saturdays, Sundays and holidays.

#### Section 5. Union Representation

An employee shall be entitled to be represented at a disciplinary grievance meeting. Such representatives shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investigating disciplinary grievances during such employees' scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

#### Section 6. Limitation

An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than twelve (12) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

#### Section 7. Other Actions

Shift, job transfer or other reassignments to another work station shall not be made for the purpose of imposing discipline provided, however, that nothing in this paragraph shall bar any action otherwise taken pursuant to this Article.

### **ARTICLE XXII: GRIEVANCE PROCEDURE**

#### Section 1. Declaration of Policy

The purpose of the Grievance Procedure is to provide an orderly process whereby employees of the County may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of these objectives.

Section 2. No provision in this agreement shall be interpreted to require the union to process a grievance of an employee at any stage of the grievance procedure if the union considers the grievance to be without merit.

#### Section 3. Definitions

(a) "Decision" means the employer's explanation of the subject matter of a complaint.



- (b) "Union" means the St. Lawrence County Deputy Sheriffs' Law Enforcement Association, Local 1529, and/or Council 82 - Local 1529 AFSCME, AFL-CIO.
- (c) "Board" means the St. Lawrence County Board of Legislators.
- (d) "Complaint" means the written allegations constituting a grievance.
- (e) "Day" means 9:00 AM to 5:00 PM, Monday through Friday, excluding contract Holidays.
- (f) "Employee" shall mean any person or persons employed by St. Lawrence County Sheriff's Department as covered by this agreement.
- (g) "Grievance" shall mean any disputed matter pertaining to conditions of employment, including the meaning, application and interpretation of this agreement.
- (h) "Immediate Superior" shall mean the officer of the next higher level of authority who normally supervises the employees' work and approves his or her time record or evaluates his or her work performance.

#### Section 4. Time Limits

- (a) The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties.
- (b) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- (c) In the case of a class action grievance, the grievance may be submitted directly to the Sheriff or his designee.
- (d) A grievance must be originally presented within ten (10) work days of its occurrence or the date on which the employee could reasonably have been expected to have known of the occurrence.
- (e) Failure to comply with the time limits established for any stage of the procedure shall be deemed a withdrawal of the grievance, if on the part of the employee; should the employer or its representative fail to timely respond at any step of the procedure, the employee shall then be entitled to appeal to the next step or directly to arbitration, as the case may be.

#### Section 5. Union Stewards and Representatives

Employees designated by the Union to act as representatives shall be known as stewards, and only one (1) shall have the right to investigate and process grievances during their scheduled working hours without loss of pay or accruals. Employees seeking released time for this purpose shall request permission from their supervisor, which shall not be unreasonably denied. It is understood that not more than one (1) steward will be granted release time at a time in the provision of this section. The Union shall provide a current list of names and work locations of all employees

designated as stewards. The County is not obligated to recognize as a steward any person whose name does not appear on the current list. The President or his designee, grievant, and necessary witnesses shall suffer no loss of pay or accruals for time spent in any grievance or arbitration hearings, including travel time.

#### Section 6. Grievance Procedure

Stage 1: The Union steward or other authorized representative of the Union, with or without the aggrieved employee, shall present the grievance orally to the immediate superior. The immediate superior may then make such investigation as he deems appropriate, including consultation with his superior. A decision shall be rendered to the grievant and his representative within five (5) work days after the presentation to him at this stage. If the immediate superior does not respond, the Union shall proceed to the next stage.

Stage 2: If the matter is not settled at Stage 1, the grievance may be submitted within ten (10) work days of the date such decision is received by the local Union President or his authorized representative to the Sheriff or his designee. The Sheriff or his designee shall refer the grievance to the Grievance Resolution Committee consisting of two (2) representatives from Management and two (2) representatives from the Union. This Committee shall meet and review the grievance. If a mutually agreed solution is found, it becomes the Committee's non-binding recommendation to the Sheriff. This meeting and recommendation to the Sheriff must be forwarded to the Sheriff no later than ten (10) work days that the grievance was received by the Sheriff. A meeting shall be held between the Sheriff or his designee and the Union President or his designee not later than fifteen (15) work days after the date the grievance is submitted at this stage. The Sheriff or his designee shall transmit to the Union President or his designee in writing the decision on any grievance matter within ten (10) work days after the date such meeting is held.

Stage 3. If the matter is not settled at Stage 2, the grievance may be submitted within ten (10) work days of the date such decision is received, by the Union President or his designee to the Chairman of the Board of Legislators or his designee. A meeting shall be held between the Chairman of the Board of Legislators or his designee and the Union's President or his designee not later than ten (10) work days after submitting the grievance at this stage. The Chairman of the Board of Legislators or his designee shall transmit to the Union, in writing, his decision on any grievance matter within ten (10) work days of the date that such meeting is held.

Stage 4. If the grievance remains unsettled, the employee and/or union may submit the grievance to binding arbitration by written notice to the Chairman of the Board of Legislators within fifteen (15) days of the decision at Stage 3. Within five (5) days after such written notice of submission to arbitration, the aggrieved party shall request a list of arbitrators from the Public Employee Relations Board. The parties will then be bound by the Rules and Procedures of the Public Employee Relations Board in the selection of an arbitrator.

#### Stage 5. Arbitration Procedure

(a) In the event that the Union desires to submit an unresolved grievance to arbitration, a notice of

the demand for arbitration together with a copy of the grievance shall be sent by registered or certified mail to the Sheriff, the County, and the Public Employee Relations Board, which shall select the arbitrator according to its rules of procedure.

(b) Arbitrators shall be requested to render their decisions on any matter submitted to arbitration within thirty (30) calendar days of the date that the arbitration hearing was held, or within thirty (30) calendar days of the submission date of any written briefs, should such be required. The rules of procedure of the Public Employee Relations Board shall be used in the conducting of all arbitration hearings.

(c) No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

(d) The parties shall share equally the cost of the arbitration, exclusive of the cost of presentation which shall be borne by the respective parties.

### ARTICLE XXIII: SAVINGS CLAUSE

Section 1. The employer retains all its rights and privileges not specifically limited by this agreement.

Section 2. This agreement shall constitute the full and complete understanding between the County and the Union and may be altered, changed, added to, deleted from or modified only through mutual, voluntary consent of the parties in a written and signed amendment to this agreement.

Section 3. If any section or article of this agreement is found to be illegal, by a court of competent jurisdiction, only that section will be affected. All other provisions of this agreement will remain in effect.

Section 4. This agreement shall remain in effect until 11:59 p.m. on December 31, 2002. Either party hereto may, on or after July 1, 2002, serve notice, in writing, upon the other party of its desire to amend, modify or terminate this agreement effective January 1, 2003. In such event, the parties and/or representatives shall commence negotiations immediately on such proposed amendments or modifications for a succeeding agreement.

Section 5. If the County and the Union have not reached a new agreement by January 1, 2003, the County and Union agree to work under the terms of this agreement until such time as a new agreement is signed.

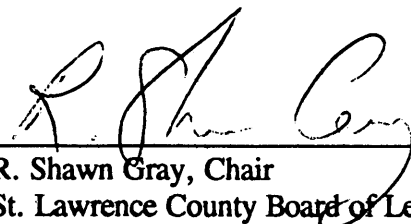
**ARTICLE XXIV**  
**LEGISLATIVE APPROVAL**


IT IS AGREED BY AND BETWEEN THE PARTIES THAT PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

In witness whereof, the parties have hereunto set their hands and seal this 16<sup>th</sup> day of September, 1998.

ST. LAWRENCE COUNTY

COUNCIL 82, AFSCME, LOCAL 1529

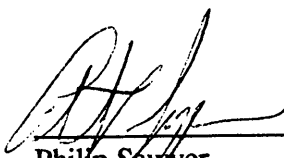
  
\_\_\_\_\_  
R. Shawn Gray, Chair  
St. Lawrence County Board of Legislators

  
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Scott Bonno, President  
Council 82, AFSCME, Local 1529

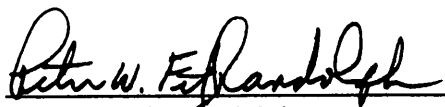
**SIGNATURE OF BARGAINING TEAMS**



Donald R. Brining  
St. Lawrence County  
Chief Spokesperson




Philip Sawyer  
Council 82, AFSCME, Local 1529  
Staff Representative



Peter W. FitzRandolph  
St. Lawrence County  
Board of Legislators



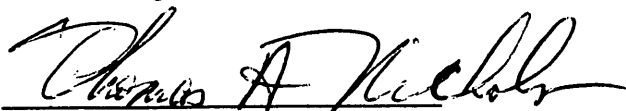
Scott Bonno  
Council 82, AFSCME, Local 1529  
President



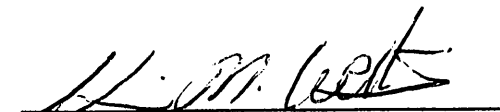
Jon R. Greenwood  
St. Lawrence County  
Board of Legislators



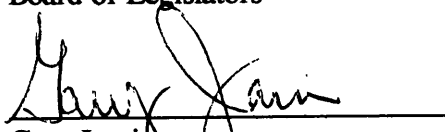
William Carlisle  
Council 82, AFSCME, Local 1529



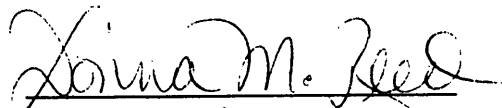
Thomas A. Nichols  
St. Lawrence County  
Board of Legislators



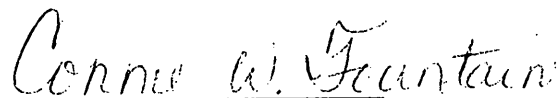
Kevin Wells  
Council 82, AFSCME, Local 1529



Gary Jarvis  
St. Lawrence County  
Under-Sheriff



Donna M. Reed  
St. Lawrence County  
Administrative Assistant



Connie W. Fountain  
St. Lawrence County  
Chief Payroll Clerk

**APPENDIX A  
SALARY SCHEDULE, GRADES AND CLASSIFICATIONS**

Employees (dispatchers, patrol officers, sergeants, and detective sergeants) move up one (1) step on January 1 of each year.

Employees will be paid eighty (80) hours of hazardous duty pay per payroll period.

Anniversary date is the date of hire for full-time employment in the St. Lawrence County Sheriff's Department.

Any employee who receives a promotion during the life of the contract shall go to the next closest higher pay on the salary schedule.

**GRADE 2 - DISPATCHER**

<b>Year</b>	<b>Base</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
1998	20,942	21,322	21,702	22,102	22,500	22,928	23,360	23,832	24,306	24,775	25,242
1999	22,353	22,765	23,175	23,616	24,061	24,547	25,035	25,518	25,999	26,454	27,041
2000	22,800	23,220	23,639	24,088	24,542	25,038	25,536	26,028	26,519	26,983	27,582
2001	23,256	23,685	24,112	24,570	25,033	25,539	26,047	26,549	27,049	27,523	28,134
2002	23,721	24,158	24,594	25,061	25,534	26,050	26,568	27,080	27,590	28,073	28,697

**GRADE 10 - PATROL OFFICERS**

**1998 SALARY SCHEDULE (1997 + 3%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	33,148	33,478	33,809	34,138
Step 2	32,589	32,920	33,248	33,580
Step 1	29,787	30,118	30,448	30,779
Start	28,388	28,717	29,048	29,379

**1999 SALARY SCHEDULE (1998 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	33,811	34,148	34,485	34,821
Step 2	33,241	33,578	33,913	34,252
Step 1	30,382	30,721	31,057	31,395
Start	28,956	29,292	29,629	29,966

**2000 SALARY SCHEDULE (1999 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	34,488	34,831	35,175	35,518
Step 2	33,906	34,250	34,592	34,937
Step 1	30,990	31,335	31,678	32,023
Start	29,535	29,878	30,222	30,566

**2001 SALARY SCHEDULE (2000 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	35,177	35,527	35,878	36,228
Step 2	34,584	34,935	35,283	35,635
Step 1	31,610	31,962	32,311	32,663
Start	30,125	30,475	30,826	31,177

**2002 SALARY SCHEDULE (2001 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	35,881	36,238	36,596	36,952
Step 2	35,276	35,633	35,989	36,348
Step 1	32,242	32,601	32,958	33,317
Start	30,728	31,085	31,443	31,800

**GRADE 13 - SERGEANT AND DETECTIVE SERGEANT**

**1998 SALARY SCHEDULE (1997 + 3%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	37,210	37,539	37,871	38,201
Step 2	36,929	37,259	37,589	37,920
Step 1	35,529	35,858	36,190	36,521
Start	34,128	34,459	34,789	35,120

**1999 SALARY SCHEDULE (1998 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	37,954	38,290	38,628	38,965
Step 2	37,667	38,004	38,341	38,679
Step 1	36,239	36,576	36,914	37,251
Start	34,811	35,148	35,485	35,822

**2000 SALARY SCHEDULE (1999 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	38,713	39,056	39,401	39,744
Step 2	38,421	38,764	39,107	39,452
Step 1	36,964	37,307	37,652	37,996
Start	35,507	35,851	36,195	36,539

**2001 SALARY SCHEDULE (2000 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	39,487	39,837	40,189	40,539
Step 2	39,189	39,540	39,890	40,242
Step 1	37,703	38,053	38,405	38,756
Start	36,217	36,568	36,919	37,270

**2002 SALARY SCHEDULE (2001 + 2%)**

	<u>1-9 YRS</u>	<u>10-14 YRS</u>	<u>15-19 YRS</u>	<u>OVER 20 YRS</u>
Top	40,277	40,634	40,993	41,350
Step 2	39,973	40,331	40,687	41,046
Step 1	38,458	38,814	39,173	39,531
Start	36,941	37,299	37,657	38,015